



# Office of General Services Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | <https://ogs.ny.gov/procurement> | [customer.services@ogs.ny.gov](mailto:customer.services@ogs.ny.gov) | 518-474-6717

## Contract Award Notification

|                                |   |  |
|--------------------------------|---|--|
| <b>Title</b>                   | : | <b>Group 05600 – Gasoline &amp; E-85 (Statewide)</b><br>Classification Code(s): 15 |
| <b>Award Number</b>            | : | <a href="#">23344</a> (Replaces Award 23237)                                       |
| <b>Contract Period</b>         | : | February 14, 2025 – January 9, 2027  |
| <b>Bid Opening Date</b>        | : | November 14, 2024  |
| <b>Date of Issue</b>           | : | January 10, 2025   |
| <b>Specification Reference</b> | : | As Incorporated herein   |
| <b>Contractor Information</b>  | : | Appears on Page 2 of this Award  |

### Address Inquiries To:

| State Agencies & Vendors  | Political Subdivisions & Others  |
|---|--|
| Name : Todd Kayser<br>Title : Contract Management Specialist 2<br>Phone : 518-473-3252<br>E-mail : <a href="mailto:Todd.kayser@ogs.ny.gov">Todd.kayser@ogs.ny.gov</a> | <b>Procurement Services</b><br><b>Customer Services</b><br><br>Phone : 518-474-6717<br>E-mail : <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a> |

**Procurement Services values your input.  
Complete and return "Contract Performance Report" at end of document.**

### Description

The purpose of this Award is to provide Authorized Users with a means of acquiring various grades of Gasoline and E-85 by bulk delivery to an Authorized User's storage facility for use in the Authorized User's own pumps. The product shall be Contractor furnished, delivered and unloaded as specified herein. For current contract prices, please go to the Pricing Information link on the Award page.

This Award has 0% MBE, 0% WBE and 0% SDVOB goal requirements.

PR # 23344

**NOTE:** See individual contract items to determine actual awardees.

| Contract Number | Contractor & Address   | Contact Information   | FEIN / NYS Vendor ID    |
|-----------------|--|---|-------------------------|
| PC70568<br>SB   | <b>Buell Fuel, LLC</b><br>2676 State Route 12B<br>Deansboro, NY 13328        | Julia Brouillette<br>Contracts Manager<br>Phone: 315-841-3000<br>Email: <a href="mailto:Julia@buellfuel.com">Julia@buellfuel.com</a><br><br><b>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</b><br>M – F 7:30am – 4:30pm, Sat 8am – 12pm<br>Customer Service Representative<br>Phone: 315-841-3000<br>Email: <a href="mailto:info@buellfuel.com">info@buellfuel.com</a><br><br><b>Person to Contact to Escalate Contract Orders:</b><br>AJ Buell<br>Lead Dispatcher<br>Phone: 315-841-3000<br>Email: <a href="mailto:AJ@buellfuel.com">AJ@buellfuel.com</a><br><br><b>Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:</b><br>Garth Curtis<br>Director of Bids & Supply<br>Phone: 315-841-3000<br>Cell: 315-404-3899<br>Email: <a href="mailto:Garth@buellfuel.com">Garth@buellfuel.com</a><br><br><b>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</b><br>Michael Buell<br>Owner<br>Phone: 315-841-3000<br>Cell: 315-941-9716<br>Email: <a href="mailto:MB@buellfuel.com">MB@buellfuel.com</a> | 760826999<br>100009690  |
| PC70569         | <b>Global Montello Group Corp.</b><br>8000 South Street<br>Waltham, MA 02454 | Bid Department<br>Bid Personnel<br>Phone: 781-398-4003<br>Email: <a href="mailto:bids@globalp.com">bids@globalp.com</a><br><br><b>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</b><br>24/7/365<br>Dispatch Department<br>Dispatch Personnel<br>Toll-Free: 800-826-5686<br>Email: <a href="mailto:smartbuydispatch@globalp.com">smartbuydispatch@globalp.com</a><br><br><b>Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:</b>   | 043443028<br>1100005467 |

|         |   |   |                         |
|---------|---|---|-------------------------|
|         |   | <p>Dispatch Department<br/>Toll-Free: 800-826-5686<br/>Email: <a href="mailto:smartbuydispatch@globalp.com">smartbuydispatch@globalp.com</a></p> <p><b>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</b><br/>Mark Romaine<br/>Chief Operating Officer<br/>Phone: 781-398-4003<br/>Email: <a href="mailto:MRomaine@globalp.com">MRomaine@globalp.com</a></p>  |                         |
| PC70570 | <p><b>Goetz Energy Corp. dba Kurk Fuel Company</b><br/>1319 Military Road<br/>Buffalo, NY 14217</p>   | <p>Mary Burke<br/>Fuels Account Manager<br/>Phone: 716-824-1298<br/>Email: <a href="mailto:MBurke@kurkfuel.com">MBurke@kurkfuel.com</a></p> <p><b>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</b><br/>M-F 8am-5pm<br/>Mary Burke<br/>Fuels Account Manager<br/>Phone: 716-824-1298<br/>Email: <a href="mailto:MBurke@kurkfuel.com">MBurke@kurkfuel.com</a></p> <p><b>Contact for After Hours, Weekend/Holidays, or NYS Declared Emergency:</b><br/>Mary Burke<br/>Fuels Account Manager<br/>Phone: 716-824-1298<br/>Cell: 716-867-9547<br/>Email: <a href="mailto:MBurke@kurkfuel.com">MBurke@kurkfuel.com</a></p> <p><b>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</b><br/>Mike Asher<br/>Dispatch<br/>Phone: 716-876-4324<br/>Cell: 716-480-3316<br/>Email: <a href="mailto:customerservice@goetzenergy.com">customerservice@goetzenergy.com</a></p> | 160450990<br>1000007438 |
| PC70571 | <p><b>Mirabito Holdings, Inc. dba Mirabito Energy Products</b><br/>The Metrocenter<br/>49 Court Street<br/>P.O. Box 5306<br/>Binghamton, NY 13902</p> | <p>Joe D'Esti<br/>Pricing and Bid Administrator<br/>Phone: 607-352-2958<br/>Toll-Free: 800-934-9480<br/>Email: <a href="mailto:Joe.Desti@mirabito.com">Joe.Desti@mirabito.com</a></p> <p><b>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</b><br/>M – F 8:00am – 5:00pm<br/>Paul Gunther<br/>Customer Service Manager<br/>Phone: 607-352-2830<br/>Toll-Free: 800-934-9480<br/>Email: <a href="mailto:Paul.Gunther@mirabito.com">Paul.Gunther@mirabito.com</a></p>  | 150552668<br>1000007358 |

|                       |   |   |  |
|-----------------------|---|---|--|
|                       |   | <p>Person to Escalate Contract Orders:<br/>                 Jason Mirabito<br/>                 V.P. Wholesale Fuels<br/>                 Phone: 607-352-2930<br/>                 Cellphone: 607-651-5000<br/>                 Email: <a href="mailto:Jason.Mirabito@mirabito.com">Jason.Mirabito@mirabito.com</a></p> <p><b><u>Emergency Contact After Normal Business Hours or Weekend/Holidays:</u></b><br/>                 George Mister<br/>                 Transportation Manager<br/>                 Phone: 607-352-2811<br/>                 Toll-Free: 800-934-9480<br/>                 Email: <a href="mailto:George.Mister@mirabito.com">George.Mister@mirabito.com</a></p> <p><b><u>Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</u></b><br/>                 Jason Mirabito<br/>                 V.P. Wholesale Fuels<br/>                 Phone: 607-352-2930<br/>                 Cell: 607-651-5000<br/>                 Email: <a href="mailto:Jason.Mirabito@mirabito.com">Jason.Mirabito@mirabito.com</a></p> <p><b><u>Backup Contact for NYS Declared Emergencies or Disasters (available throughout emergency):</u></b><br/>                 Justin Fisher<br/>                 V.P. Fuel Supply<br/>                 Phone: 607-352-2845<br/>                 Cell: 607-435-6074<br/>                 Email: <a href="mailto:Justin.Fisher2@mirabito.com">Justin.Fisher2@mirabito.com</a></p> |  |
| <p><b>PC70572</b></p> | <p><b>MX Petroleum</b><br/>                 22 Center Street<br/>                 Massena, NY 13662</p> | <p>Jeanine Caron<br/>                 Vice President of Finance<br/>                 Phone: 315-769-9500<br/>                 Email: <a href="mailto:j.caron@mxfuels.com">j.caron@mxfuels.com</a></p> <p><b><u>Customer Service Contact for NYS Contract Orders:</u></b><br/>                 Christine Bogett<br/>                 (M-F, 8am-5pm)<br/>                 Administrative Team Lead<br/>                 Phone: 315-769-9500<br/>                 Toll Free: 800-840-0645<br/>                 Email: <a href="mailto:c.bogett@mxfuels.com">c.bogett@mxfuels.com</a><br/>                 Website: mxfuels.com</p> <p><b><u>Contact to Escalate Contract Orders:</u></b><br/>                 Gus Miller<br/>                 General Manager<br/>                 Phone: 315-769-9500<br/>                 Toll Free: 800-840-0645<br/>                 Email: <a href="mailto:g.miller@mxfuels.com">g.miller@mxfuels.com</a></p> <p><b><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></b></p>  | <p>161352970<br/>                 1000015801</p> |

|         |  |   |                                 |
|---------|--|---|---------------------------------|
|         |  | <p>Matthew Bard<br/>Sales and Marketing Manager<br/>Phone: 315-769-9500<br/>Toll Free: 800-840-0645<br/>Email: <a href="mailto:m.bard@mxfuels.com">m.bard@mxfuels.com</a></p> <p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b><br/>Mickey Miller<br/>Manager Operations<br/>Phone: 315-769-9500<br/>Toll Free: 800-840-0645<br/>Email: <a href="mailto:m.miller@mxfuels.com">m.miller@mxfuels.com</a></p> <p>Gus Miller (Back-up)<br/>General Manager<br/>Phone: 315-769-9500<br/>Email: <a href="mailto:g.miller@mxfuels.com">g.miller@mxfuels.com</a></p> <p><b><u>Contact for Billing Issues:</u></b><br/>Jeanine Caron (M-F, 830am-5pm)<br/>Vice President of Finance<br/>Phone: 315-769-9500<br/>Toll Free: 800-840-0645<br/>E-mail: <a href="mailto:j.caron@mxfuels.com">j.caron@mxfuels.com</a></p>  |                                 |
| PC70573 | <p><b>NOCO Energy Corp.</b><br/>2440 Sheridan Drive<br/>Tonawanda, NY 14150</p>                    | <p>Tom Spitznogle<br/>Procurement Manager<br/>Phone: 716-614-1230<br/>Toll-Free: 800-601-6626<br/>Email: <a href="mailto:TSpitznogle@noco.com">TSpitznogle@noco.com</a></p> <p><b><u>Customer Service Contact for NYS Contract Orders during Normal Business Hours:</u></b><br/>Monday to Friday 7:30am to 5:00pm<br/>Customer Fuel Order Desk<br/>Toll-Free: 800-601-6626<br/><a href="mailto:fuelorder@noco.com">fuelorder@noco.com</a></p> <p><b><u>Person to Contact to Escalate Contract Orders:</u></b><br/>Alicia Lineberger<br/>Customer Service Manager<br/>Phone: 716-614-1148<br/>Email: <a href="mailto:ALineberger@noco.com">ALineberger@noco.com</a></p> <p><b><u>Emergency Contact for After Hours, Weekends, Holidays, and/or NYS Declared Emergencies:</u></b><br/>Kevin Galas<br/>Transportation Director<br/>Phone: 716-435-7309<br/>Email: <a href="mailto:KGalas@noco.com">KGalas@noco.com</a></p> | <p>160727383<br/>1000007468</p> |
| PC70574 | <p><b>Sprague Operating Resources LLC</b><br/>185 International Drive<br/>Portsmouth, NH 03801</p> | <p>Jeanette Finley<br/>Bid &amp; Contract Manager<br/>Phone: 914-328-6730<br/>Toll-Free: 877-689-1880</p>   | <p>020415440<br/>1000005203</p> |

|  |  |  |  |
|--|--|--|--|
|  |  | <p>Email: <a href="mailto:contractdesk@spragueenergy.com">contractdesk@spragueenergy.com</a></p> <p><b><u>Customer Service Contact for NYS Contract Orders (24/7/365):</u></b><br/>                 Customer Care Team<br/>                 Toll Free: 800-880-6037<br/>                 Email: <a href="mailto:orders@spragueenergy.com">orders@spragueenergy.com</a></p> <p><b><u>Contact for After Hours, Weekend, and/or Holiday Emergency:</u></b><br/>                 Customer Care Team/Dispatch<br/>                 Phone: 800-880-6037<br/>                 Email: <a href="mailto:orders@spragueenergy.com">orders@spragueenergy.com</a></p> <p><b><u>Contacts for NYS Declared Emergencies or Disasters:</u></b><br/>                 Barry Panicola<br/>                 Managing Director<br/>                 Phone: 516-622-7091<br/>                 Toll Free: 800-225-1560<br/>                 Email: <a href="mailto:contractmgmt@spragueenergy.com">contractmgmt@spragueenergy.com</a></p> <p><b><u>Contact for Billing Issues:</u></b><br/>                 Customer Care Team (8am-5pm)<br/>                 Toll Free: 800-880-6037<br/>                 Email: <a href="mailto:contractmgmt@spragueenergy.com">contractmgmt@spragueenergy.com</a></p> |  |
|--|--|--|--|

Cash Discount, If Shown, Should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

**SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:**

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

**RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:**

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

|            |                           |
|------------|---------------------------|
| RS, RP, RA | Recycled                  |
| RM         | Remanufactured            |
| SW         | Solid Waste Impact        |
| EE         | Energy Efficient          |
| E*         | EPA Energy Star           |
| ES         | Environmentally Sensitive |

**NOTE TO AUTHORIZED USERS:**

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The

---

authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

## AWARDS BY COUNTY

The pricing included in this section is the original pricing bid by the contractors. For current pricing, please go to the Pricing Information link on the Award page.

| County      | Fuel Type          | Bid Price | Volume Discount | Contractor        |
|-------------|--------------------|-----------|-----------------|-------------------|
| Albany      | Flex Fuel (E-85)   | \$2.6692  | \$0.0000        | Global Montello   |
| Albany      | Gasoline Regular   | \$2.5885  | \$0.0000        | Buell Fuel        |
| Albany      | Gasoline Premium   | \$3.1700  | \$0.0000        | Buell Fuel        |
| Allegany    | Gasoline Regular   | \$2.9050  | \$0.0000        | Mirabito Energy   |
| Allegany    | Gasoline Mid-Grade | \$3.1610  | \$0.0000        | Mirabito Energy   |
| Bronx       | OPRG(E) Regular    | \$2.7654  | \$0.0000        | Sprague Operating |
| Broome      | Gasoline Regular   | \$2.5885  | \$0.0000        | Buell Fuel        |
| Broome      | Gasoline Mid-Grade | \$2.8235  | \$0.0000        | Buell Fuel        |
| Cattaraugus | Gasoline Regular   | \$2.6370  | \$0.0000        | NOCO Energy       |
| Cattaraugus | Gasoline Mid-Grade | \$2.9250  | \$0.0000        | NOCO Energy       |
| Cayuga      | Gasoline Regular   | \$2.7475  | \$0.0000        | Buell Fuel        |
| Chautauqua  | Gasoline Regular   | \$2.6370  | \$0.0000        | NOCO Energy       |
| Chemung     | Gasoline Regular   | \$2.6905  | \$0.0000        | Buell Fuel        |
| Chemung     | Gasoline Premium   | \$3.2495  | \$0.0000        | Buell Fuel        |
| Chenango    | Gasoline Regular   | \$2.6820  | \$0.0000        | Buell Fuel        |
| Clinton     | Gasoline Regular   | \$2.8775  | \$0.1000        | MX Petroleum      |
| Clinton     | Gasoline Mid-Grade | \$3.1025  | \$0.1000        | MX Petroleum      |
| Columbia    | Gasoline Regular   | \$2.6468  | \$0.0000        | Buell Fuel        |
| Cortland    | Gasoline Regular   | \$2.7275  | \$0.0000        | Buell Fuel        |
| Cortland    | Gasoline Premium   | \$3.3475  | \$0.0000        | Buell Fuel        |
| Delaware    | Gasoline Regular   | \$2.7340  | \$0.0000        | Buell Fuel        |
| Dutchess    | OPRG(E) Regular    | \$2.7544  | \$0.0000        | Global Montello   |
| Dutchess    | OPRG(E) Mid-Grade  | \$2.8213  | \$0.0000        | Global Montello   |
| Dutchess    | OPRG(E) Premium    | \$3.0178  | \$0.0000        | Global Montello   |
| Erie        | Gasoline Regular   | \$2.5724  | \$0.0150        | NOCO Energy       |
| Erie        | Gasoline Mid-Grade | \$2.9520  | \$0.0150        | NOCO Energy       |
| Erie        | Gasoline Premium   | \$3.2895  | \$0.0150        | NOCO Energy       |
| Essex       | Gasoline Regular   | \$2.8775  | \$0.1000        | MX Petroleum      |
| Essex       | Gasoline Mid-Grade | \$3.1025  | \$0.1000        | MX Petroleum      |
| Franklin    | Gasoline Regular   | \$2.7307  | \$0.0000        | Mirabito Energy   |
| Franklin    | Gasoline Premium   | \$3.7669  | \$0.0000        | Mirabito Energy   |
| Fulton      | Gasoline Regular   | \$2.6060  | \$0.0000        | Buell Fuel        |
| Genesee     | Gasoline Regular   | \$2.6170  | \$0.0000        | NOCO Energy       |
| Greene      | Gasoline Regular   | \$2.7503  | \$0.0000        | Global Montello   |
| Greene      | Gasoline Premium   | \$3.1841  | \$0.0000        | Global Montello   |
| Herkimer    | Gasoline Regular   | \$2.6350  | \$0.0000        | Buell Fuel        |
| Herkimer    | Gasoline Premium   | \$3.2950  | \$0.0000        | Buell Fuel        |
| Jefferson   | Gasoline Regular   | \$2.8025  | \$0.0000        | Buell Fuel        |
| Jefferson   | Gasoline Premium   | \$3.4250  | \$0.0000        | Buell Fuel        |
| Kings       | OPRG(E) Regular    | \$2.6875  | \$0.0000        | Sprague Operating |



|                   |                    |          |          |                     |
|-------------------|--------------------|----------|----------|---------------------|
| <b>Kings</b>      | OPRG(E) Premium    | \$2.9397 | \$0.0000 | Sprague Operating   |
| <b>Lewis</b>      | Gasoline Regular   | \$2.7550 | \$0.0000 | Buell Fuel          |
| <b>Livingston</b> | Gasoline Regular   | \$2.6425 | \$0.0000 | Goetz dba Kurk Fuel |
| <b>Livingston</b> | Gasoline Mid-Grade | \$2.9725 | \$0.0000 | Goetz dba Kurk Fuel |
| <b>Madison</b>    | Gasoline Regular   | \$2.6250 | \$0.0000 | Buell Fuel          |
| <b>Madison</b>    | Gasoline Mid-Grade | \$2.8825 | \$0.0000 | Buell Fuel          |
| <b>Monroe</b>     | Flex Fuel (E-85)   | No bid   | N/A      | No bid              |
| <b>Monroe</b>     | Gasoline Regular   | \$2.6050 | \$0.0000 | NOCO Energy         |
| <b>Monroe</b>     | Gasoline Mid-Grade | \$2.8620 | \$0.0000 | NOCO Energy         |
| <b>Monroe</b>     | Gasoline Premium   | \$3.1995 | \$0.0000 | NOCO Energy         |
| <b>Montgomery</b> | Gasoline Regular   | \$2.5700 | \$0.0000 | Buell Fuel          |
| <b>Nassau</b>     | OPRG(E) Regular    | \$2.5192 | \$0.0000 | Sprague Operating   |
| <b>Nassau</b>     | OPRG(E) Mid-Grade  | \$2.6452 | \$0.0000 | Sprague Operating   |
| <b>Nassau</b>     | OPRG(E) Premium    | \$2.7714 | \$0.0000 | Sprague Operating   |
| <b>New York</b>   | OPRG(E) Regular    | \$3.1215 | \$0.0000 | Global Montello     |
| <b>New York</b>   | OPRG(E) Premium    | \$3.3820 | \$0.0000 | Global Montello     |
| <b>Niagara</b>    | Gasoline Regular   | \$2.6050 | \$0.0125 | NOCO Energy         |
| <b>Niagara</b>    | Gasoline Mid-Grade | \$2.9450 | \$0.0125 | NOCO Energy         |
| <b>Niagara</b>    | Gasoline Premium   | \$3.2825 | \$0.0125 | NOCO Energy         |
| <b>Oneida</b>     | Gasoline Regular   | \$2.5535 | \$0.0000 | Buell Fuel          |
| <b>Oneida</b>     | Gasoline Mid-Grade | \$2.5535 | \$0.0000 | Buell Fuel          |
| <b>Onondaga</b>   | Gasoline Regular   | \$2.5125 | \$0.0000 | Buell Fuel          |
| <b>Ontario</b>    | Gasoline Regular   | \$2.7350 | \$0.0000 | Mirabito Energy     |
| <b>Ontario</b>    | Gasoline Mid-Grade | \$2.9710 | \$0.0000 | Mirabito Energy     |
| <b>Ontario</b>    | Gasoline Premium   | \$3.3150 | \$0.0000 | Mirabito Energy     |
| <b>Orange</b>     | Flex Fuel (E-85)   | \$2.6692 | \$0.0000 | Global Montello     |
| <b>Orange</b>     | OPRG(E) Regular    | \$2.7563 | \$0.0000 | Global Montello     |
| <b>Orange</b>     | OPRG(E) Mid-Grade  | \$2.8232 | \$0.0000 | Global Montello     |
| <b>Orange</b>     | OPRG(E) Premium    | \$3.0197 | \$0.0000 | Global Montello     |
| <b>Orleans</b>    | Flex Fuel (E-85)   | No bid   | N/A      | No bid              |
| <b>Orleans</b>    | Gasoline Regular   | \$2.5924 | \$0.0000 | NOCO Energy         |
| <b>Orleans</b>    | Gasoline Premium   | \$3.2199 | \$0.0000 | NOCO Energy         |
| <b>Oswego</b>     | Flex Fuel (E-85)   | No bid   | N/A      | No bid              |
| <b>Oswego</b>     | Gasoline Regular   | \$2.6975 | \$0.0000 | Buell Fuel          |
| <b>Otsego</b>     | Gasoline Regular   | \$2.6700 | \$0.0000 | Buell Fuel          |
| <b>Putnam</b>     | OPRG(E) Regular    | \$2.7315 | \$0.0000 | Global Montello     |
| <b>Putnam</b>     | OPRG(E) Mid-Grade  | \$2.7983 | \$0.0000 | Global Montello     |
| <b>Putnam</b>     | OPRG(E) Premium    | \$2.9949 | \$0.0000 | Global Montello     |
| <b>Queens</b>     | OPRG(E) Regular    | \$2.6275 | \$0.0000 | Sprague Operating   |
| <b>Queens</b>     | OPRG(E) Mid-Grade  | \$2.7536 | \$0.0000 | Sprague Operating   |
| <b>Queens</b>     | OPRG(E) Premium    | \$2.8798 | \$0.0000 | Sprague Operating   |
| <b>Rensselaer</b> | Gasoline Regular   | \$2.6307 | \$0.0000 | Mirabito Energy     |
| <b>Rensselaer</b> | Gasoline Mid-Grade | \$2.8252 | \$0.0000 | Mirabito Energy     |
| <b>Richmond</b>   | OPRG(E) Regular    | \$3.1215 | \$0.0000 | Global Montello     |
| <b>Rockland</b>   | OPRG(E) Regular    | \$2.7686 | \$0.0000 | Global Montello     |

|                    |                    |          |          |                     |
|--------------------|--------------------|----------|----------|---------------------|
| <b>Rockland</b>    | OPRG(E) Mid-Grade  | \$2.8354 | \$0.0000 | Global Montello     |
| <b>Rockland</b>    | OPRG(E) Premium    | \$3.0319 | \$0.0000 | Global Montello     |
| <b>Saratoga</b>    | Gasoline Regular   | \$2.6525 | \$0.0000 | Buell Fuel          |
| <b>Saratoga</b>    | Gasoline Mid-Grade | \$2.8835 | \$0.0000 | Buell Fuel          |
| <b>Saratoga</b>    | Gasoline Premium   | \$3.2550 | \$0.0000 | Buell Fuel          |
| <b>Schenectady</b> | Gasoline Regular   | \$2.6405 | \$0.0000 | Buell Fuel          |
| <b>Schenectady</b> | Gasoline Mid-Grade | \$2.8750 | \$0.0000 | Buell Fuel          |
| <b>Schoharie</b>   | Gasoline Regular   | \$2.6573 | \$0.0000 | Buell Fuel          |
| <b>Schuylar</b>    | Gasoline Regular   | \$2.8520 | \$0.0000 | NOCO Energy         |
| <b>Seneca</b>      | Flex Fuel (E-85)   | No bid   | N/A      | No bid              |
| <b>Seneca</b>      | Gasoline Regular   | \$2.7070 | \$0.0000 | Buell Fuel          |
| <b>Seneca</b>      | Gasoline Mid-Grade | \$3.0325 | \$0.0000 | Buell Fuel          |
| <b>Seneca</b>      | Gasoline Premium   | \$3.4200 | \$0.0000 | Buell Fuel          |
| <b>St Lawrence</b> | Flex Fuel (E-85)   | No bid   | N/A      | No bid              |
| <b>St Lawrence</b> | Gasoline Regular   | \$2.8550 | \$0.0000 | Mirabito Energy     |
| <b>St Lawrence</b> | Gasoline Mid-Grade | \$3.1310 | \$0.0000 | Mirabito Energy     |
| <b>Steuben</b>     | Gasoline Regular   | \$2.8350 | \$0.0000 | Mirabito Energy     |
| <b>Steuben</b>     | Gasoline Mid-Grade | \$3.0810 | \$0.0000 | Mirabito Energy     |
| <b>Suffolk</b>     | OPRG(E) Regular    | \$2.5161 | \$0.0000 | Sprague Operating   |
| <b>Suffolk</b>     | OPRG(E) Mid-Grade  | \$2.6421 | \$0.0000 | Sprague Operating   |
| <b>Suffolk</b>     | OPRG(E) Premium    | \$2.7683 | \$0.0000 | Sprague Operating   |
| <b>Sullivan</b>    | Gasoline Regular   | \$2.7092 | \$0.0000 | Global Montello     |
| <b>Sullivan</b>    | Gasoline Premium   | \$3.1930 | \$0.0000 | Global Montello     |
| <b>Tioga</b>       | Gasoline Regular   | \$2.8200 | \$0.0000 | Buell Fuel          |
| <b>Tompkins</b>    | Gasoline Regular   | \$2.6645 | \$0.0000 | Buell Fuel          |
| <b>Ulster</b>      | Gasoline Regular   | \$2.6905 | \$0.0000 | Global Montello     |
| <b>Ulster</b>      | Gasoline Mid-Grade | \$2.8699 | \$0.0000 | Global Montello     |
| <b>Ulster</b>      | Gasoline Premium   | \$3.1243 | \$0.0000 | Global Montello     |
| <b>Warren</b>      | Gasoline Regular   | \$2.6625 | \$0.0000 | Buell Fuel          |
| <b>Warren</b>      | Gasoline Mid-Grade | \$2.9525 | \$0.0000 | Buell Fuel          |
| <b>Washington</b>  | Gasoline Regular   | \$2.6865 | \$0.0000 | Buell Fuel          |
| <b>Washington</b>  | Gasoline Mid-Grade | \$2.9425 | \$0.0000 | Buell Fuel          |
| <b>Washington</b>  | Gasoline Premium   | \$3.4675 | \$0.0000 | Buell Fuel          |
| <b>Wayne</b>       | Gasoline Regular   | \$2.6990 | \$0.0000 | Buell Fuel          |
| <b>Wayne</b>       | Gasoline Mid-Grade | \$2.9810 | \$0.0000 | Buell Fuel          |
| <b>Westchester</b> | OPRG(E) Regular    | \$2.6143 | \$0.0000 | Sprague Operating   |
| <b>Westchester</b> | OPRG(E) Mid-Grade  | \$2.7403 | \$0.0000 | Sprague Operating   |
| <b>Westchester</b> | OPRG(E) Premium    | \$2.8665 | \$0.0000 | Sprague Operating   |
| <b>Wyoming</b>     | Gasoline Regular   | \$2.7145 | \$0.0000 | Goetz dba Kurk Fuel |
| <b>Yates</b>       | Gasoline Regular   | \$2.8350 | \$0.0000 | Mirabito Energy     |

**Automatic Replenishment**

Requests for automatic replenishment are preferred in WRITING from an Authorized User, and may be required by the Contractor. Subsequent WRITTEN notification back from the Contractor, will establish automatic replenishment for tanks equal to or larger than 1,000 gallons. Automatic replenishment for tank capacities less than 1,000 gallons will be at the Contractor's option. If an Authorized User has not received written notification for automatic replenishment from the Contractor, a minimum order charge may apply (see Section 6.10 Minimum Order).

Determination for total gross tank capacity shall include all manifolded tanks.

If the Contractor, after having accepted the request from an Authorized User and provided written notification back to the Authorized User for automatic replenishment, permits the level of the fuel to fall below the percentages of the total capacity of the purchaser's tank or tanks indicated in the following table, the purchaser shall have the right to purchase sufficient fuel on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

| MINIMUM LEVEL | TOTAL TANK CAPACITY/GALS |
|---------------|--------------------------|
| 10%           | 500 TO 5,500             |
| 15%           | 5,501 – AND OVER         |

The minimum order size of 500 gallons stipulated in Section 6.10 Minimum Order shall not apply to deliveries being made to Authorized Users on an automatic delivery schedule as the contractor controls the frequency, delivery dates, and quantities of the deliveries being made.

**Labels**

The contractor shall provide fuel content labels/signs for each pumping station.

These labels shall identify significant amounts of alcohols in the fuel and satisfy the requirements of 1NYCRR, Part 224 and 6NYCRR, Part 225. An environmental awareness decal/label shall be provided and displayed on each affected pump.

**Price**

Pricing will be collected using Attachment 1 – *Pricing* in accordance with the Instructions tab listed within Attachment 1.

Prices quoted shall be billed net per gallon, F.O.B. Authorized User storage tanks, including all applicable customs, duties, taxes, including LUST, license fees and surcharges, and as designated by the ordering Authorized User. Bid prices must be expressed in U.S. currency and shall be submitted up to four (4) decimal places (priced in dollars per gallon).

Pricing for contract purchases shall be based on the pricing in effect at the time the Authorized User places the order. Authorized Users that are on automatic delivery, shall be priced on the day of delivery, unless the Authorized User requests a separate delivery from their automatic delivery schedule. The price shall then reflect the day of the order for the separate delivery.

It shall be the Contractor's responsibility to satisfy Authorized User requirements by furnishing blended product when called for during the time period indicated in the Solicitation.

Any special allowances should not be included in the Bid price as they cannot be considered in evaluating Bids. However, if the Bidder extends such allowances during the term of the Contract to Federal, State, Local Governments or to commercial users in the normal course of doing business, New York State requires that such allowances will also be available to the State in the maximum amount

extended to others who contract to purchase fuel under similar contractual terms and conditions. Bid prices shall be firm except that price revisions shall be permitted in accordance with the PRICE REVISIONS clause and with respect to certain taxes and duties as follows:

**"After-imposed tax"** means any new or increased Federal, State and local excise tax or duty, except social security or other employment taxes, on fuel purchased under any contract to be awarded hereunder which the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the date of contract award.

**"After-relieved tax"** means any amount of Federal, State and local excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on fuel purchased under any contract to be awarded hereunder which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial or administrative action taking effect after the date of contract award.

The Bid price shall include all applicable customs, duties, taxes, license fees and surcharges as stated in Appendix B §8 Taxes.

**NOTE:** The State of New York and its political subdivisions are exempt from New York State and local sales taxes and federal excise taxes.

The price for fuel under any contract to be awarded hereunder shall be increased by the amount of any after-imposed tax, unless the legislative, judicial or administrative act says otherwise, if the Contractor states in writing that such contract price does not include any contingency for such after-imposed tax. Such increase shall be prospective only and becomes effective upon such written notice and on the effective date of the next scheduled price revision.

The price for fuel under any contract to be awarded hereunder shall be decreased by the amount of any after-relieved tax. Such decrease shall be effective when realized or by no later than the next scheduled price revision.

The contract price shall also be decreased by the amount of any excise tax or duty, except social security or other employment taxes that the Contractor is required to pay or bear the burden of or does not obtain a refund of through the Contractor's fault or negligence.

The Contractor shall promptly notify the Procurement Services Contract Management Specialist of all matters relating to any excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price for gasoline.

## Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders*. Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

## Purchasing Card Orders

Bidders shall indicate (via Attachment 5 – Bidder Information Questionnaire) if they will accept the New York State Procurement Card. For all purchases executed using a New York State Procurement Card, Contractor shall provide an itemized receipt with each delivery.

If the Contractor accepts orders using the State's Purchasing Card (see Appendix B, Purchasing Card), also referred to as the Procurement Card, the Contractor shall not charge or bill the Authorized User for

any additional charges related to the use of the Purchasing Card, including but not limited to processing charges, surcharges or other fees.

**Minimum Order**

Minimum delivery shall be 500 gallons to each tank at each delivery location (site) as determined by the Delivery Schedule. Minimum order for Motor Transport deliveries shall be 5,500 gallons. Deliveries under 500 gallons are at the Contractor’s option, except for tank top-offs for testing.

All deliveries requested by an Authorized User of less than the minimum order size, including tank top-offs for tank testing, shall qualify for contract pricing. In addition, the following surcharge may be utilized by the Contractor (except for automatic replenishment):

Determination for total gross tank capacity shall include all manifolded tanks. All locations granted a request from the Contractor for “automatic replenishment” per Section 3.6 Automatic Replenishment, shall be exempt from minimum order requirements, including other factors out of the control of Authorized Users (e.g., short filling, mechanical issues, inadequate fuel supply). In no case shall a surcharge be applied to a location while on “automatic replenishment.”

| Quantity Delivered | Optional Surcharge |
|--------------------|--------------------|
| Under 500          | \$50.00            |

Upon written direction by OGS, an Authorized User shall have one (1) delivery per tank per contract year for tank top-off testing that is exempt from any minimum order surcharge.

If delivering to same property, but to separate tanks, minimum delivery charge will only be applicable if total delivery to property is less than minimum order size.

**Invoicing and Payment**

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User’s Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions
- Unit Price
- Quantity
- Unit of Measure
- Dates of Service/Delivery (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: <https://bsc.ogs.ny.gov/nys-vendors> .

### Product Delivery

Delivery of all Contract Products shall be made in accordance with Appendix B, §31 *Product Delivery* and §33 *Shipping/Receipt of Product*. Delivery shall be made as specified and in accordance with instructions furnished with each order, unless otherwise directed in writing. Contractor must be prepared, at all times, to make prompt delivery. Every bid states what the maximum time a delivery will take from the moment of order, but the time shall never exceed forty-eight (48) hours. . In State declared emergencies, fuel must be delivered within eight (8) to twelve (12) hours of notification. Should there be a State declared emergency, an after-hours or weekend emergency, or should an agency run out of fuel at any time creating an emergency situation, the Contractor shall be required to provide product within eight (8) to twelve (12) hours of a telephone call from the agency.

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User. If there is a discrepancy between the Purchase Order and what is listed on the Contract, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS, Procurement Services. On occasion, to prevent fuel run outs during storms or other emergency situations, the Contractor must allow Authorized Users the flexibility to manually schedule deliveries to top-off tank inventories. Normal deliveries are considered to be Monday thru Friday (8:00 am - 5:00 pm). Saturday/Sunday deliveries are not standard and are to be made on an emergency basis (and not a regular basis) ONLY, or if a run out is imminent before the next normal delivery day. Delivery of fuel should give first priority to "Human Needs Customers."

Failure to make prompt delivery may result in an Authorized User's submission of a Contract Performance Report to OGS. In addition to any available remedies per Appendix B, Section 48 *Remedies for Breach*, (a), (d) and (e), the Authorized User shall have the right to purchase sufficient fuel on the open market to fill such tank or tanks and to charge any increase in price paid over the current contract price to the account of the Contractor.

Authorized Users shall be responsible for ensuring that tanks are accessible to the Contractor. Authorized Users should also make certain that receiving personnel are available at time of delivery. Failure of the Authorized User to make appropriate delivery arrangements, which prevents the delivery of product upon Contractor's arrival at delivery site, may result in a charge to the Authorized User for the Contractor's transportation costs. The Contractor must notify the Authorized User of the attempted delivery prior to charging for any future delivery attempts for the same circumstance. The Contractor must state the amount that would be charged for the direct cost of this subsequent delivery attempt, and provide supporting documentation that substantiates the direct cost for the failed delivery at the fault of the Authorized User. The Authorized User must agree in writing to any such costs for subsequent delivery attempts, prior to the Contractor making the subsequent delivery. At no time should a charge be applied to an Authorized User for an attempted delivery that failed at no fault of their own.

### Method of Delivery

**TW:** Delivery by tank wagon into storage tanks of less than 5,500 gallons

**MT:** Minimum delivery of 5,500 gallons to one or more tanks from one fixed location of the delivery vehicle.

All such deliveries shall first be recorded directly into the transporting vehicle.

---

**Delivery Schedules**

The delivery schedules, based on Authorized Users' requirements submitted to Procurement Services by Requirement Letter RL224, are available as a guide to indicate proposed delivery points and estimated annual quantities. Bidders are advised that these delivery schedules may be revised up to the date of the bid opening to accommodate the addition and/or deletion of delivery points and quantities and any changes will be posted to the OGS website under Bid Calendar and the Contract Reporter as a Bid Notification Update. Bidders should therefore make note of the revisions. This information is available to clarify delivery conditions, where possible. Any specific questions regarding the site conditions should be directed to the end-user via any communication available, as shown on the Delivery Schedule. The Delivery Schedules are attachments in this Solicitation, and any updates, (if any) are available on the OGS website.

Contractors shall be obligated to deliver under the resulting contract to any State agency which places a purchase order (or other ordering mechanism between the Contractor and ordering entity) under said contract, whether or not such delivery location is identified in the delivery schedules. Any political subdivision or other non-State entity which has not filed a requirement with OGS Procurement Services as of the date of the bid, opening shall be eligible to receive deliveries at Contractor's option. This will be done upon placement of a valid purchase order (or other ordering mechanism between the contractor and the ordering entity) to the Contractor's address as indicated in the contract award notification. Contractors must notify OGS Procurement Services of any new business created from Authorized Users request for delivery so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both contract user and OGS Procurement Services of any locations not identified on the Delivery Schedules within thirty (30) days after the first delivery is made. See the "New Accounts" clause of this Solicitation.

At any time during the contract, Contractors may be advised in writing by OGS regarding political subdivisions or other Non-State entities which have filed on a timely basis but do not appear, through no fault of their own, on the delivery schedule.

Filed requirements and delivery schedules may be updated by OGS for any mutually agreed upon extension.

NOTE: On occasion entities may appear on the wrong delivery schedule as entities self-report. For example, a non- State entity may appear on the Agency schedule on occasion or vice versa. OGS Procurement Services does review and seek clarification of information on the delivery schedules but does not catch all errors.

**Fill and Vent Requirements/Vapor Recovery Systems**

Agencies must ensure that fill and vent equipment meets NYS Standards. Contractors have the responsibility for reporting faulty or non-compliant equipment to the end users and the appropriate NYS regulatory agencies.

The Authorized User shall be responsible for having the proper fuel transfer vapor recovery system(s) operating on their storage tank in accordance with 6NYCRR Subpart 230. The transfers include delivery tank(er) to purchaser storage tank (Stage I) and purchaser storage tank to vehicle tank (Stage II) systems.

The contractor shall properly use and operate fuel vapor recovery system and equipment whenever it is present on a purchaser's tank. The contractor must utilize the equipment if present regardless of whether regulations required it due to location and throughput thresholds.

NYS DOT supports the collection of vapors during transfer to prevent emissions and the use of controls whenever present. The Fire Code of New York State at Section 2205.1.3 requires that where tanks are equipped with any type of vapor recovery system, all connections required for the safe and proper functioning of the particular vapor recovery process shall be made

---

**Product Returns and Exchanges**

In addition to the provisions of Appendix B Section 34 through 36, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Products shall be replaced within guaranteed delivery times (regular or emergency as applicable) of written notification to the Contractor of the Authorized User's intent to return or exchange the Product. Contractor can charge only a restocking fee for Product returned or exchanged due to Authorized User error that is determined not to be suitable for resale; the restocking fee cannot exceed the net price of the returned or exchanged Product.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

**Guarantee**

The Contractor guarantees to furnish adequate protection from damage to Authorized User's buildings, grounds and/or equipment occurring on account of or in connection with, or occasioned by, or resulting from the furnishing and delivering of fuel under the resultant Contract and shall be liable for any damages for which he or his employees are responsible.

This liability includes but is not limited to oil spills occurring during delivery. The Contractor shall provide constant surveillance during delivery by having a person in attendance at all times at the point of transfer. Spills of any size shall be immediately reported to the agency Business Office to effect contact with a representative of the Department of Environmental Conservation. More information can be viewed at: <http://www.dec.ny.gov/chemical/8428.html> .

A call can be placed twenty-four (24) hours a day with the New York State Oil Spill Hotline at 1-800-457-7362.

**Engineering Service**

Contractor must be prepared at all times to furnish engineering service when so requested and/or to investigate a complaint and report to the Authorized User and OGS on any complaint that might arise in connection with the use of Contractor's fuel in Authorized User(s) equipment. This engineering service will include but not be limited to the diagnosis of fuel related engine problems in the Authorized User's equipment utilizing the Contractor's fuel.

**Non-State Agencies Participation in Centralized Contracts**

New York State political subdivisions and others authorized by New York State law may participate in Centralized Contracts. These include, but are not limited to, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations. See Appendix B, *Participation in Centralized Contracts*. For Purchase Orders issued by the Port Authority of New York and New Jersey (or any other authorized entity that may have delivery locations adjacent to New York State), the terms of the *Price* clause shall be modified to include delivery to locations adjacent to New York State.

Upon request, all eligible non-State agencies must furnish Contractors with the proper tax exemption certificates and documentation certifying eligibility to use State contracts. A list of categories of eligible entities is available on the OGS web site (<https://www.ogs.ny.gov/purchase/snt/othersuse.asp> ).

Questions regarding an organization's eligibility to purchase from New York State Contracts may also be directed to NYS Procurement Services Customer Services at 518-474-6717.



## Extension of Use

Any Contract resulting from this Solicitation may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

## Estimated Quantities

A Contract resulting from this Solicitation shall be an estimated quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation. The estimated quantities are based on requirements submitted to OGS by Authorized Users to purchase from the resulting Contract. These Authorized Users have agreed not to enter into any other contracts for the Gasoline and E-85 that they filed for during the resulting contract period, and the Authorized Users have agreed to purchase all of their Gasoline and E-85 needs from the contracts awarded under this Solicitation. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated quantity of the award for this Solicitation, based on historical purchases under previous awards, is approximately 38,930,151 *gallons* annually for all items combined. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered, see clause(s) in Section 6, Terms and Conditions. See Appendix B, Section 28 Estimated/Specific Quantity Contracts and Participation in Centralized Contracts.

Numerous factors could cause the actual quantities of Products purchased under a Contract resulting from this Solicitation to vary substantially from the estimates in the Solicitation. Such factors include, but are not limited to, the following:

- There is no guarantee of quantities to be purchased, nor is there any guarantee that demand will continue in any manner consistent with previous purchases.
- The individual value of each Contract is indeterminate and will depend upon actual Authorized User demand and actual quantities ordered during the contract period.
- The State reserves the right to terminate any Contract for cause prior to the end of the term pursuant to the terms and conditions of the Contract. Appendix B, Section 43 (Termination) subparagraph (b) (For Convenience) is hereby deleted for purposes of this Solicitation.
- Contract pricing that is lower than anticipated could result in a higher quantity of purchases by Authorized Users than anticipated.
- In accordance with the *Delivery Schedule* clause, the Contractor(s) shall accept orders from and deliver to any State Agency placing an order through this contract even if the State Agency does not appear on the Delivery Schedule at the time of the bid opening and may accept orders for any non-State Agency or Political Subdivision not appearing on the Delivery Schedule at the time of the bid opening.
- Contract pricing that is higher than anticipated could result in a lower quantity of purchases by Authorized Users than anticipated.

By submitting a Bid, Bidder acknowledges the foregoing and agrees that actual good faith purchasing volumes during the term of the resulting Contracts could vary substantially from the estimates provided in this Solicitation.

## New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

Contractors must notify OGS Procurement Services of any new business created from Authorized Users' requests for delivery, so that OGS Procurement Services can make adjustments to the delivery schedules to capture these new accounts. All cases shall require Contractors to notify both contract user and OGS Procurement Services of any locations not originally identified on the Delivery Schedules, within thirty (30) days after the first delivery is made.

**Drug and Alcohol Use Prohibited**

For reasons of safety and public policy, in any Contract resulting from this Solicitation, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

**Traffic Infractions**

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

**Requests for Samples By Authorized Users**

Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

**State of New York  
Office of General Services  
PROCUREMENT SERVICES  
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

**Contract No.:** \_\_\_\_\_ **Contractor:** \_\_\_\_\_

**Describe Product\* Provided (Include Item No., if available):** \_\_\_\_\_

**\*Note:** "Product" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

|   | Excellent | Good | Acceptable | Unacceptable |
|---|-----------|------|------------|--------------|
| • Product meets your needs              |           |      |            |              |
| • Product meets contract specifications |           |      |            |              |
| • Pricing                               |           |      |            |              |

**CONTRACTOR**

|                                     | Excellent | Good | Acceptable | Unacceptable |
|-------------------------------------|-----------|------|------------|--------------|
| • Timeliness of delivery            |           |      |            |              |
| • Completeness of order (fill rate) |           |      |            |              |
| • Responsiveness to inquiries       |           |      |            |              |
| • Employee courtesy                 |           |      |            |              |
| • Problem resolution                |           |      |            |              |

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (over)

Agency: \_\_\_\_\_ Prepared by: \_\_\_\_\_  
 Address: \_\_\_\_\_ Title: \_\_\_\_\_  
 \_\_\_\_\_ Date: \_\_\_\_\_  
 \_\_\_\_\_ Phone: \_\_\_\_\_  
 \_\_\_\_\_ E-mail: \_\_\_\_\_

**Please return via e-mail to OGS.sm.ps\_CM\_FleetFuelRoads@ogs.ny.gov or mail to:**

NYS Office of General Services  
 Procurement Services  
 Attn: Fuels Team  
 38<sup>th</sup> FL, Corning Tower, ESP  
 Albany, New York 12242  
 \* \* \* \* \*